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EXPRESS MAIL CERTIFICATE

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I hereby certify that, on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was addressed for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by "Express Mail Post Office to Addressee" service.

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07278

PATENT TRADEMARK OFFICE

Docket No.: 1010/16959-US4

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Application of: Howard L. WEINER et al.

Serial No.: 08/469,492

Art Unit: 1645

Confirmation No.:

Filed: June 6, 1995

Examiner: P. Duffy

For: BYSTANDER SUPPRESSION OF AUTOIMMUNE DISEASES

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**TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION**

Hon. Commissioner of
Patents and Trademarks
Washington, DC 20231

November 4, 2002

Sir:

The undersigned is an attorney of record in the above-identified patent application, of which AutoImmune Inc., now located at 1199 Madia Street, Pasadena, CA 91103-1961, previously located at 128 Spring Street, Lexington, MA 02421, is the owner ✓

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of the entire right, title, and interest in the above-identified patent application by assignment from the inventors.

The first assignment document is dated April 25, 1996; April 29, 1996; April 22, 1996 and June 1, 1996 and was recorded by the U.S. Patent and Trademark Office on July 8, 1996, at Reel 8023, Frame 8024. The second assignment document is dated June 25, 1996 and was recorded to Brigham & Womens' Hospital on July 8, 1996 at Reel 8023, Frame 0088.

AutoImmune Inc., hereby disclaims, except as provided below, the terminal part of any patent granted on the present application 08/461,662, which would extend beyond the expiration date of the full statutory term of any U.S. Patents that may be issued on U.S. Patent Application Serial No. 08/472,017; 08/469,492; 08/468,996; or 08/461,591 (also covered by the foregoing assignments and as such assigned to AutoImmune, Inc.). And AutoImmune, Inc. further agrees that any granted patent on the present application shall be enforceable only during such period that the legal title to said granted patent on the present application shall be the same as the legal title to any U.S. Patent granted on U.S. Patent Application Serial No. 08/472,017; 08/469,492; 08/468,996; or 08/461,591. This agreement is to run with any patent granted on the present application and is to be binding upon the grantee, its successors and assigns.

The statutory fee of \$110.00 for a disclaimer is enclosed.

AutoImmune Inc., does not disclaim any terminal part of any patent granted on the above-identified U.S. patent application prior to the expiration date of the full

statutory term of U.S. Patent that may issue on 08/461,662, in the event that such U.S.

Patent later:

- expires for failure to pay a maintenance fee;
- is held unenforceable;
- is found invalid;
- is statutorily disclaimed in whole or terminally
disclaimed under 37 CFR 1.321(a); or
- has all claims cancelled by a reexamination
certificate.

Respectfully submitted,

Adda C. Gogoris

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